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should be determined by apportioning the amount of the blanket policies among the various items. *Blake v. Ins. Co.*, 12 Gray 272; *Lesure Lumber Co. v. Mut. Fire Ins. Co.*, 101 Iowa 514; *Mayer v. Am. Ins. Co.*, 22 N. Y. Supp. 227. These decisions, however, are but slightly supported by argument, and the carefully reasoned solution adopted in the present case seems a much more logical method of fixing the liability in accordance with the contract obligations of a blanket policy. The single similar decision did not go so far, holding only that blanket policies cover property specifically insured, to their full amount, "where there is no other property, described in the compound policies, which has suffered loss." *Page v. Ins. Co.*, 74 Fed. 203, 33 L. R. A. 249.

INSURANCE—TRANSFER OF TITLE—CONDITION.—ROSENSTEIN v. TRADERS INS. CO. OF CHICAGO, 79 N. Y. SUPP. 736.—Certain premises covered by an insurance policy were conveyed by the plaintiff to his son by a deed which the plaintiff recorded and in which a consideration was recited. No consideration was, in fact, paid nor was there any change in possession, the deed having been made for the sole purpose of preventing the enforcement of a judgment against the land. *Held*, that this constituted such a change in "interest, title, or possession" as to avoid the policy. McLennan and Spring, JJ., *dissenting*.

It has been held that a change in fact and not mere evidence of change is necessary; *Ayres v. Hartford L. Ins. Co.*, 17 Ia. 176; and that there must be an actual change of possession in the case of personalty. *Forward v. Ins. Co.*, 142 N. Y. 382. A mere agreement to represent to creditors that a sale has been made will not avoid the policy, *Orrell v. Hampden F. Ins. Co.*, 13 Gray 431. The minority's contention that in the absence of intention to pass title by deed none will pass, is well supported by the decisions; *Ten Eyke v. Whitbeck*, 156 N. Y. 341; *Steel v. Miller*, 40 Ia. 402; *Stevens v. Hatch*, 6 Minn. 64; and it would seem that no such intention as a matter of law appears. Opinion of McLennan, J., p. 742.

INTERSTATE COMMERCE—ORIGINAL PACKAGES—CIGARETTES.—COOK v. MARSHALL COUNTY, 93 N. W. 372 (IA.).—A large number of small boxes of cigarettes, absolutely loose, were shipped into the State in violation of the State law. *Held*, each box will not be considered an "original package."

It was contended that this case should be distinguished from *Austin v. Tennessee*, 179 U. S. 343, because of the mode of shipping. In that case the packages were shipped in an open basket furnished by the express company, and, following *In re Harmon*, 43 Fed. 372, that a package need not be covered or closed in order to constitute an original package, it was held that the basket constituted the "original package." In the present instance the packages were piled in a loose heap and the carrier was told to take a certain number; but the court refused to distinguish the cases. In *Iowa v. McGregor*, 76 Fed. 956, it was held that the State cannot prohibit the importation of cigarettes in small boxes. See also *Sawrie v. Tennessee*, 82 Fed. 615. The position taken here, however, seems more reasonable and just, and will probably prevail.

INTOXICATING LIQUORS—CIVIL DAMAGE—LIABILITY.—STAHNKA ET AL. v. KREITLE, 92 N. W. 1042 (NEB.).—Under a statute declaring that one licensed